

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

BEFORE THE CHIEF PROCUREMENT  
OFFICER FOR CONSTRUCTION

IN THE MATTER OF: BID PROTEST

DECISION

LOWER STATE CONSTRUCTION  
SERVICES, LLC

CASE NO. 2008-007

v.

SOUTH CAROLINA DEPARTMENT  
OF VOCATIONAL REHABILITATION

BERKELEY STORAGE BUILDING  
STATE PROJECT H73-9576-PG

POSTING DATE:  
FEBRUARY 22, 2008

This matter is before the Chief Procurement Officer for Construction (CPOC) pursuant to a request from Lower State Construction Services, LLC, under the provisions of §11-35-4210(1)(a) of the South Carolina Consolidated Procurement Code, for an administrative review on the Berkeley Storage Building #2 solicitation ("the Project") for the South Carolina Department of Vocational Rehabilitation (DVR). Lower State protest DVR's issuance of addenda. [A copy of Lower State's letter of protest is attached as Exhibit "A"]. Pursuant to S.C. Code Ann. §11-35-4210(4) (Supp. 2006), the CPOC conducted an administrative review including a hearing which was held on February 15, 2008. At the hearing, Lower State was represented by its owner Kenneth Bryant; DVR was represented by Wes Stokes (Director of Facilities Management) and John E. Batten, IV (DVR's General Counsel); and DVR's architect, CDA Architects, was represented by Curt Davis. At the hearing, the parties submitted into evidence Exhibits 1 through 8 which are attached. This decision is based on the administrative review, the testimony and evidence presented at the hearing, and the applicable law and precedents.

#### **NATURE OF THE PROTEST**

On November 15, 2007, DVR advertised for bids to construct the Project. [Exhibit 3] The solicitation provided for a mandatory pre-bid meeting to be conducted by the Project architect and DVR on December 4, 2007. Bids were to be received no later than 2 PM on December 18, 2007.

At the pre-bid meeting, CDA passed around a sign-in sheet for all attendees to sign. CDA advised attendees that CDA would issue addenda by email and asked them to include their email address on the sign-in sheet. [Exhibit 4]. CDA also advised the attendees that an addendum was forthcoming. Mr. Bryant signed in for Lower State and listed an email address that is not completely legible. Mr. Bryant, as with most of the potential bidders, provided no other contact information for Lower State.

Mr. Bryant testified that on the morning of December 10, 2007, he called Mr. Watts, CDA's project architect, to find out the status of the addendum. [see Exhibit 2 for Lower State's telephone records]<sup>1</sup> According to Mr. Bryant, a CDA employee advised Mr. Bryant that Mr. Watts was not in and took a message from Mr. Bryant for Mr. Watts to give him a call and let him know the status of the addendum. The following afternoon, Mr. Bryant again called Mr. Watts and was again advised that Mr. Watts was not available. Mr. Bryant testified that the CDA employee with whom he talked advised him that Mr. Watts told her to tell Mr. Bryant that CDA had until midnight on December 13, 2007 to send out the addendum. Mr. Watts never returned Mr. Bryant's telephone call.

Mr. Davis testified that at 11:40 AM on December 13, 2007, CDA emailed the addendum to all attendees at the pre-bid meeting. [A copy of this e-mail is on page 2 of Exhibit 8]. On this email, Lower State's email address is listed as "lowerstate@homeexpression.net." Mr. Davis further testified that CDA never received notice that the email to the listed address was not deliverable.

Mr. Bryant did not make any further calls concerning the addendum until the day before the date for receiving and opening bids. On December 17, 2007, at 2:18 PM. Mr. Bryant emailed Mr. Stokes at DVR notifying him that Lower State had not yet received the addendum and asking Mr. Stokes to give him a call as soon as possible. [Exhibit 6] Mr. Stokes testified that after receiving Mr. Bryant's email, he called Mr. Watts and notified him that Mr. Bryant had not yet received the addendum. At 5:22 PM that same day as well as 8:38 AM on December 18, Mr. Bryant called Mr. Stokes to notify him that he still had not received the addendum. Mr. Stokes and Mr. Davis both testified that both DVR and CDA tried a number of times to send the addendum to Mr. Bryant the morning of December 18 via facsimile. All parties, including Mr. Bryant, stated that a

part of the problem may have been that Lower State's FAX number is also its regular telephone number. Finally, at 9:44 AM on December 18, Mr. Bryant received from CDA a FAX copy of Addendum Number 1. [Exhibit 1]

### **PROTESTANT'S POSITION**

Mr. Bryant argues that the project should be re-bid because DVR failed to comply with the specification's provision that any addendum would be issued not later than five days before the bid date. [Definitions – Article 3, Paragraph 3.4.3] Mr. Bryant further argued that DVR's failure to provide Lower State with the addendum until the bid day deprived Lower State of the opportunity to submit a bid on the project.<sup>2</sup>

### **RESPONDENT'S POSITION**

DVR maintains that its Architect tried to email the addendum to Lower State on December 13, 2007 and that Lower State's failure to receive it was solely due to Lower State's failure to write its email address legibly on the sign-in sheet at the pre-bid meeting.

### **CPOC FINDINGS**

The Procurement Review Panel has previously determined that "by placing documents in the mail, with proper postage, State Procurement gives adequate notice" and that it "would be an undue burden if the State were required to assure receipt of solicitations." *Protest of Winyah Dispensary, Inc.*, Case No. 1994-18; *Protest of Eastern Data, Inc.*, Case No. 1993-9. Here, however, the parties agreed to use email rather than the postal service. In 2004, the State adopted the Uniform Electronic Transactions Act, which, when the parties agree, essentially provides electronic communications with the same legal affect as communications by postal service. This Act states than an electronic record is sent when it "is addressed properly or otherwise directed properly to an information processing system that the recipient has designated ... for the purpose of receiving electronic records." SC Code Ann. § 26-6-150(A). This Act further states that an electronic record is received when it "enters an information processing system that the recipient has designated." SC Code Ann. § 26-6-150(B). By signing the sign-in sheet and providing an

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<sup>1</sup> Exhibit 2 is a record of Lower State's telephone calls made during the period in question. Items 47, 49, and 54 indicate telephone calls to CDA (803-799-6502) and item 52 and 53 indicate telephone calls to DVR (803-896-6839).

<sup>2</sup> A full copy of the addendum was entered into evidence as Exhibit 5. Lower State claims that the size of the addendum made it impractical for him to prepare a bid in such a short time frame.

email address for Lower State, Mr. Bryant agreed on behalf of Lower State to receive any addendum via email to the email address he listed. Moreover, once CDA or DVR sent the addendum to the listed address they had no duty to enquire further whether Lower State received it. Finally, if the electronic communication purportedly sent and received pursuant to the Uniform Electronic Transactions Act is not actually sent or received, “the legal effect of the sending or receipt is determined by other applicable law,” which in this case is the law governing communications by mail. SC Code Ann § 16-6-150(G).

The parties may disagree as to whether the addendum was properly sent under the Uniform Electronic Transactions Act. Lower State’s proper email address is “lowerstate@homeexpressway.net.” However, a review of the original sign-in sheet shows that Lower State’s email address as listed is not clear. CDA reasonably read the listed email address to be “lowerstate@homeexpression.net” and emailed a copy of the addendum to this address on December 13, 2007. As between Lower State and CDA, Lower State was in the best position to know its proper email address and to make sure the email address listed on the sign-in sheet was completely legible. Lower State failed to do this and CDA’s reading of the address was reasonable. Therefore, CDA was reasonably justified in sending the addendum to the “lowerstate@homeexpression.net” email address. See *Katy Van Lines*, Claims Case No. 99070514 (DOD Claims Appeal Board 1999).

As CDA testified, they never received an undeliverable email message putting them on notice that the email address they reasonably used for Lower State was an invalid email address. CDA and DVR had no reason to know or believe that Lower State had not received the addendum until less than 24 hours before the bid opening, when Lower State notified Mr. Stokes by email that he had not received the addendum. This was too late for DVR or CDA to correct the alleged failure to comply with the provisions of the Specifications that any addenda be issued no later than five days before the bid date.

Lower State was best positioned to assure a more timely delivery of the addendum than the morning of December 18. Lower State knew that the addendum was to be sent out via email no later than midnight December 13. On Friday, December 14, Lower State knew or should have known that it had not received the addendum. Rather than immediately notifying DVR or CDA that it had not received the addendum, Lower State waited through the weekend until the afternoon of the following Monday, December 17, to notify DVR and CDA knowing that bids

were due on Tuesday December 18. Under the circumstances, it was not reasonable for Lower State to fail to timely notify DVR or CDA of the failure of delivery on the 13<sup>th</sup> and then expect DVR and CDA to respond by immediately delivering the addendum upon receipt of notice. *See, e.g., Allied Technology Group v. U.S.*, 39 Fed.Cl. 125, 88-1 BCA P 20341, 1987 WL 46026 (1987) (Prospective bidder has a duty to ensure that the government has its correct address and to timely obtain amendments that it has reason to believe have been or will probably be issued.) As it was, after actually receiving notice from Lower State, both DVR and CDA had trouble making delivery. Under the circumstances presented here, the CPOC does not find that DVR and CDA, after receiving notice, unreasonably delayed delivery of the addendum to Lower State.

### **DECISION**

The CPOC finds as follows:

1. The parties agreed to delivery of addenda by email;
2. Having agreed to delivery by email, Lower State had a duty to provide a legible and correct email address;
3. The email address provided by Lower State was , not clear and was reasonably misinterpreted;
4. That CDA reasonably interpreted Lower State's email address to be "lowerstate@homeexpression.net";
5. CDA sent the addendum to Lower State on December 13, 2008 at the email address "lowerstate@homeexpression.net";
6. CDA acted reasonably in sending the addendum to Lower State at "lowerstate@homeexpression.net" and neither CDA nor DVR had a duty to confirm that Lower State actually received the addendum;
7. CDA and DVR had no reason to believe that Lower State had not received the addendum until Lower State provided them with actual notice of this fact on the afternoon of December 17, 2008; and

8. After receiving notice, CDA and DVR acted reasonably in effecting delivery of the addendum by 9:44 AM on December 18, 2008.

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For the foregoing reasons Protest denied.

A handwritten signature in blue ink, reading "John St. C. White", written over a horizontal line.

John St. C. White  
Chief Procurement Officer  
For Construction

A handwritten date in blue ink, "22 Feb 08", written over a horizontal line.

Date

Columbia, South Carolina

## STATEMENT OF THE RIGHT TO APPEAL

### **STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision under subsection (4) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a further administrative review by the Procurement Review Panel under Section 11-35-4410(1) within ten days of posting of the decision in accordance with Section 11-35-4210(5). The request for review shall be directed to the appropriate chief procurement officer, who shall forward the request to the panel, or to the Procurement Review Panel and shall be in writing, setting forth the reasons why the person disagrees with the decision of the appropriate chief procurement officer. The person may also request a hearing before the Procurement Review Panel.

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Additional information regarding the protest process is available on the internet at the following web site: [www.procurementlaw.sc.gov](http://www.procurementlaw.sc.gov)

**FILE BY CLOSE OF BUSINESS:** Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

**FILING FEE:** Pursuant to Proviso 66.1 of the 2005 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410(4). . . . Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2005 S.C. Act No. 115, Part IB, § 66.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

**LEGAL REPRESENTATION:** In order to prosecute an appeal before the Panel, a business must retain a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003). Copies of the Panel's decisions are available at <http://www.procurementlaw.sc.gov>.

840 Oakley Road  
Moncks Corner, SC 29461  
843-761-1184



2008-007

General Contractor  
Licensed & Insured

***Lower State Construction Services, LLC***

EXH. *A*

December 26, 2007

State Engineer and Chief Procurement Officer for Construction  
1201 Main Street, Suite 600  
Columbia, SC 29201

RECEIVED

DEC 28 2007

Attn: John St. C. White, PE

OFFICE OF STATE ENGINEER

Re: Berkeley Storage Building #2  
State Project H73-9576-PG

Dear Mr. White,

Please consider this letter as protest of Solicitation H73-9576-PG, Berkeley Storage Building #2. At the pre-bid meeting on Tuesday, December 4, 2007 Darryl Watts of CDA Architect informed everyone that an addenda would be issued on this solicitation. Wes Stokes of SCVRD asked if he had all the correct e-mail addresses for everyone. Mr. Watts looked over the sign in sheet and said yes.

I called the following Tuesday since I had not received an addenda yet and was informed that the addenda would be out by Thursday midnight. I received a faxed copy at 9:44 A.M. on bid day. At this time I did not have enough time to put the bid together and drive to Columbia. According to the Specifications, Definitions-Article 3, Paragraph 3.4.3 all addenda will be issued no later than 4 days prior to the bid date. I have copies of the addenda showing the date and time as to when I received it and a phone recorded message to verify this. I would like a re-bid on this project.

Sincerely,

Lowerstate Construction Services, LLC  
Owner

cc. Wes Stokes, SCVRD  
Darryl Watts, CDA Architect

*"We do it from the ground up with pride."*



EXH #1



ARCHITECTS

**CDA Architects**  
Architecture • Interiors • Planning1523 Huger Street  
Columbia, South Carolina 29201(803) 799-6502 FAX (803) 799-2014  
cda@cdaarchitectsinc.com**FAX TRANSMITTAL**

**TO:** Kenneth Bryant  
**NUMBER PAGES** 22  
(Including cover sheet):  
**FAX #:** 843-761-1184  
**DATE:** 12/18/07  
**RE:** Berkeley Storage Bldg #2  
Addendum # 1  
**CDA FILE #:** 06-282

**PLEASE FIND ATTACHED THE FOLLOWING ITEMS:**

<input type="checkbox"/>	Change Order	<input type="checkbox"/>	Copy of Prints	<input type="checkbox"/>	Specifications
<input type="checkbox"/>	Copy of Letter	<input type="checkbox"/>	Shop Drawings	<input type="checkbox"/>	Other

Date      Description

**THESE ARE TRANSMITTED AS CHECKED BELOW:**

<input type="checkbox"/>	For Approval	<input type="checkbox"/>	Approved as Submitted	<input type="checkbox"/>	As Requested
<input type="checkbox"/>	For Your Use	<input type="checkbox"/>	Approved as Noted	<input type="checkbox"/>	Returned for Corrections

**REMARKS:**

Signed: \_\_\_\_\_ Frankie \_\_\_\_\_

IF YOU HAVE ANY QUESTIONS ABOUT THIS TRANSMISSION, OR DO NOT RECEIVE  
ALL PAGES LISTED, CONTACT 803-799-2014



ARCHITECTS

**CDA Architects**  
Architecture • Interiors • Planning1523 Huger Street  
Columbia, South Carolina 29201(803) 799-6502 FAX (803) 799-2011  
cda@cdaarchitectsinc.com

06-202

ADDENDUM #1

P-1

**PROJECT:** Berkeley Storage Bldg 2  
Moncks Corner, SC  
SC Vocational Rehabilitation Dept.**DATE:** December 13, 2007**OSE Proj #** H73-9576-PG**TOTAL PAGES:** Addendum - 3  
Attachments - 18

This Addendum modifies the Drawings and Specifications for the above-referenced project dated May 24, 2007. Changes noted herein shall become part of the Contract. Except as noted herein, the original drawings and specifications shall apply.

**MANDATORY PRE-BID MEETING ATTENDANCE:**

1. Attached is the official Attendance List of the Mandatory Pre-Bid Meeting for this project on December 4, 2007.

**SPECIFICATIONS:**

1. Replace Form SE-330 Bid Form with new attached Form SE-330 (pages BF-1, BF-1A, BF-2, BF-3, & BF-4).
2. Standard Form of Agreement Between Owner & Contractor (AIA Document A101-1997 Edition), Item 5.1.6.1:  
The retainage amount (shown blank) shall be "three and five/tenths percent (3.5%)"
3. 00501-OSR, Item 3.10- Delete and replace with the following:  
"Delete Clause 5.1.7.1 and replace with the following:  
Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the Contract Sum, less retainage on the Contract Sum as established in Subparagraph 9.4.1 of the A201, as amended, less any amounts the A/E shall determine as the cost for Incomplete or Defective Work and retainage applicable to such work, unsettled claims, Step one Liquidated Damages then due, and anticipated Step Two Liquidated Damages, if any.
4. 00811-OSR, Item 3.84- Delete and replace with the following:  
"Delete Subparagraph 9.3.1 and replace with the following:  
At least twenty-one (21) days before the date established for each progress payment, the Contractor

Account Name  
Lower State Construction

Account Number  
(843) 761-1184/1

Date of Invoice  
Jan 15, 2008

EXH. #2

**Detail of Home Long Distance Charges**

-- (843) 761-1184 Lower State Construction Services --

**Monthly Charges (Jan 15 - Feb 14):**

41. HOME LD BUS 11.9 ANYTIME

.00

No.	Date	Time	Place Called	Number Called	Rate Code	Min	Calling Plan	Amount
42.	Dec 6	8:07am	To GLENBURNIE	MD 410-766-7467	SDC	1		
43.	Dec 6	11:54am	To CAMDEN	SC 803-424-8019	SDC	1		.11
44.	Dec 6	12:14pm	To CAMDEN	SC 803-424-8019	SDC	1		.11
45.	Dec 6	1:22pm	To GLENBURNIE	MD 410-766-7476	SDC	1		.11
46.	Dec 6	4:03pm	To GLENBURNIE	MD 410-766-7467	SDC	1		.11
47.	Dec 10	8:25am	To COLUMBIA	SC 803-799-6502	SDC	1		.11
48.	Dec 11	2:05pm	To GLENBURNIE	MD 410-766-7467	SDC	3		.35
49.	Dec 11	2:10pm	To COLUMBIA	SC 803-799-6502	SDC	1		.11
50.	Dec 12	10:02am	To COLUMBIA	SC 803-799-3711	SDC	1		.11
51.	Dec 12	10:31am	To AUGUSTA	GA 706-868-5854	SDC	2		.23
52.	Dec 17	5:22pm	To COLUMBIA	SC 803-896-6839	SEC	1		.11
53.	Dec 18	8:37am	To COLUMBIA	SC 803-896-6839	SDC	1		.11
54.	Dec 18	8:38am	To COLUMBIA	SC 803-799-6502	SDC	3		.35
55.	Dec 26	3:31pm	To COLUMBIA	SC 803-737-0639	SDC	2		.23
56.	Dec 26	3:33pm	To COLUMBIA	SC 803-935-5653	SDC	2		.23
57.	Dec 26	3:35pm	To COLUMBIA	SC 803-799-2014	SDC	2		.23
58.	Dec 26	3:40pm	To COLUMBIA	SC 803-799-3711	SDC	1		.11
59.	Jan 3	10:51am	To EMPIRE	NV 775-521-3472	SDC	2		.23
For Billing Inquiries call: 843-899-9101								
Subtotal							27	3.06

Home Long Distance Total Charges

3.06

**Detail of Net@HomeXpress Charges**

-- (843) 761-1184 Lower State Construction Services --

**Monthly Charges (Jan 15 - Feb 14):**

* 60. INTERNET SAFETY KIT	5.00
* 61. BUS DSL XPRESS ESSENTIAL	79.95
Other:	
62. HLD/Xpress DSL Discount	10.00 credit
Subtotal	74.95

Net@HomeXpress Total Charges

74.95



# SE-310

## Invitation for Construction Bids

### SCBO NOTES 2, 4 and 5 APPLY TO THIS INVITATION FOR BIDS

PROJECT NAME: Berkeley Storage Building #2 - Construction

PROJECT NUMBER: H73 - 9576 -PG -

PROJECT LOCATION: Moncks Corner, SC

BID SECURITY REQUIRED? Yes ☒ No ☐ The Contractor will ☐ will not ☒ be subject to a performance appraisal as defined in the Manual for Planning and Execution of State Permanent Improvements, Part II. (Agency MUST check one)

PERFORMANCE BOND REQUIRED? Yes ☒ No ☐

PAYMENT BOND REQUIRED? Yes ☒ No ☐ CONSTRUCTION COST RANGE: \$100,000-\$500,000

DESCRIPTION OF PROJECT: Work involves the construction of a 4,000 square foot unconditioned storage building. Exterior walls consists of 4" face brick on 8" concrete masonry units (CMU) masonry construction with 4" concrete slab floor, prefabricated wood truss roof structure with fiberglass shingles on plywood sheathing roof materials. Interior finishes include painting of CMU walls and exposed roof materials. There are no windows; two (2) personnel entry doors and two (2) sectional garage doors are included. There is no plumbing work other than minor site drainage, minimum ventilation (one (1) fan), and a minimum amount of electrical work which includes power outlets, switches, and lighting fixtures. There is a minimum amount of site work involved.

A/E NAME: CDA Architects

A/E CONTACT: Darrell W. Watts, AIA

ADDRESS: 1136 Washington Street, Suite 600

PHONE: (803) 799-6502 Fax: (803) 799-2014

CITY: Columbia

STATE: SC

ZIP: 29201

E-MAIL: darrell@cdaarchitectsinc.com

PLANS ON FILE AT: AGC: Columbia Charleston

DODGE: Columbia Charleston

OTHER:

PLANS MAY BE OBTAINED FROM: CDA Architects

PLAN DEPOSIT AMOUNT: \$100.00

IS DEPOSIT REFUNDABLE? Yes ☒ No ☐

PRE-BID CONFERENCE? ☒ Yes ☐ No MANDATORY ATTENDANCE? ☒ Yes ☐ No

DATE: 12-04-2007 TIME: 2:00 PM

PLACE: Berkley Work Training Center, 2854 S. Live Oak Dr., Moncks Corner, SC

AGENCY: South Carolina Vocational Rehabilitation Department

NAME AND TITLE OF AGENCY COORDINATOR: Wes Stokes, Director of Facilities Management

ADDRESS: SC Vocational Rehabilitation Department, P. O. Box 15

PHONE: (803) 935-5649 Fax: (803) 935-5653

CITY: West Columbia

STATE: SC

ZIP: 29171

E-MAIL: wstokes@scvrd.state.sc.us

BID CLOSING DATE: 12-18-2007

TIME: 2:00 PM

LOCATION: 1410 Boston Ave, West Columbia, SC

#### BID DELIVERY ADDRESSES:

HAND-DELIVERY: SC Vocational Rehabilitation Dept  
1410 Boston Avenue  
West Columbia, SC

MAIL SERVICE: SC Vocational Rehabilitation Dept  
P. O. Box 15  
West Columbia, SC 29171-0015

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one) ☐ YES ☒ NO

APPROVED BY:

(State Engineer)

(Date)



SC Voc Rehab Berkeley Stor Bldg 2  
Mandatory Pre-Bid Mtg 12-4-07

Name	Co.	email
Darrell Watts	CDA Architects	darrell@cdaarchitects.com
Kenneth Dandridge	Wolf & Son	KHDandridge@comcast
Kenneth Bryant	Lowcostate Const Sols	Lowcostate@briarpressing
William Conlee	Conlee Construction LLC	Bill@conleecconstruction.com
Mike Blanchard	Charles Blanchard Construction Corp.	Mike@blanchardconst.com
Bobby Knight / Richard Goodwin	L-J Inc. Construction Group LLC	RG@L-JINC.COM CONSTGRP@GMAIL.COM
Hpiley / Office	Ascent Const Co.	hpiley@ascentSC.com
Melvin Nieves	First Class Construction	mnieves@1stclassconstruction.net
JERRY MOORE	SOUTHERN MAGNOLIA, LLC	jmoore84@SC.rr.com
ANDRE LOREAIN	Complete Building Corp.	saipat@completebldg.com
DOUG MACKEY	STENSTROM & ASSOC.	
Brian Smith	Gamble & Stuckey, INC	GSGC@FTC-I.NET
CHERYL WRIGHT	(W) CUSTOM BUILDING & RENOVATIONS LLC	CWRIGHT@BELLSOUTH.NET
CHRISTOPHER PRINCE	A&P CONSTRUCTION	CWRIGHT@BELLSOUTH.NET
Thomas Cooper	C. Cooper & Candiney - G.C.T.M. Corp.	Hotmail.com
JOEY INFINGER	INFINGER & ASSOCIATES	jinfinger@infingerassociates.com
Edward Koelling	Sierras Construction LLC	Cmartinez56@SC.rr.com
TRIPP SWICORD	HATTON CONTRACTING	TSWICORD8@HOTMAIL.COM
Paul Abbott	CSF, INC. GEN. CONTR.	PLA46@AOL.COM FAX 803) 796-9774
JAMES LEE	ALL QUALITY CONSTRUCTION CO LLC	allqualityconst@SC.rr.com
Joe Heyward	Heyward Const / m	chrisheyward@heyward
Phillip Ballentine	Dawson, Inc.	Phone 559.5074 Fax 559.3680 email: markL@dawsoninc.com
Ashleigh Vickery	Brantley Construction Company, LLC.	Brantley@Brantleyconstruction.com
WES STOKES	SCVRD	Wstokes@SCVRD.STATE.SC.US



ARCHITECTS

**CDA Architects**  
Architecture • Interiors • Planning

1523 Huger Street  
Columbia, South Carolina 29201

(803) 799-6502 FAX (803) 799-2014  
cda@cdaarchitectsinc.com

06-282

ADDENDUM #1

P-1

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Moncks Corner, SC  
SC Vocational Rehabilitation Dept.

**DATE:** December 13, 2007

**OSE Proj #** H73-9576-PG

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The retainage amount (shown blank) shall be "three and five/tenths percent (3.5%)"
3. 00501-OSE, Item 3.10- Delete and replace with the following:  
**"Delete Clause 5.1.7.1 and replace with the following:**  
Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the Contract Sum, less retainage on the Contract Sum as established in Subparagraph 9.4.1 of the A201, as amended, less any amounts the A/E shall determine as the cost for Incomplete or Defective Work and retainage applicable to such work, unsettled claims, Step one Liquidated Damages then due, and anticipated Step Two Liquidated Damages, if any.
4. 00811-OSE. Item 3.84- Delete and replace with the following:  
**"Delete Subparagraph 9.3.1 and replace with the following:**  
At least twenty-one (21) days before the date established for each progress payment, the Contractor

shall submit to the A/E an itemized Application for Payment for operations properly completed and material suitably stored as of the date of application. Such Applications for Payment shall be correlated with the Schedule of Values as approved in accordance with Subparagraph 9.2.1. The Contractor's Applications for Payment shall be in a form acceptable to the A/E, notarized if required by the A/E, and shall be supported by such data to substantiate its accuracy as the A/E may require, such as copies of requisitions from subcontractors and material suppliers. The Contractor's Applications for Payment shall apply retainage, as established in Subparagraph 9.4.1, to the amount claimed.

5. 00811-OSE, Item 3.85A- Insert the following:

**"Add the following sentence at the end of Subparagraph 9.4.1:**

The net amount certified by the A/E to be properly due for each Application for Payment, until the Application for Final Payment, shall reflect the Agency's retainage of three and one-half percent (3.5%) of the amount otherwise due, unless otherwise defined in the Contract Documents.

6. 00811-OSE, Item 3.86-Delete Clause 9.6.2.1 and replace with the following:

9.6.2.1 (a) Contractor's attention is directed to §11-35-3030(4) of the SC Code of Laws, as amended, and the Manual concerning the imposition and release of retainage on construction contracts and subcontracts. The amount of retainage imposed by the Agency shall not exceed the amount allowed by §11-35-3020(4) of the SC Code, as amended, and shall be as established in Subparagraph 9.4.1 of the Contract Documents.

(b) In no event shall a Contractor impose a greater percentage of retainage upon a subcontractor or material supplier than has been imposed by the Agency upon the Contractor.

7. 00811-OSE, Item 3.92-Delete Clause 9.8.5.1 and insert the following:

9.8.5.1 Upon such acceptance of Substantial Completion of the Work, or designated portion thereof, and upon application by the Contractor and certification by the A/E, the Agency shall make payment for such Work, or portion thereof, as provided in the Contract Documents. The balance payable to the Contractor shall include the following: the amount of retainage as established in Subparagraph 9.6.2; that amount equal to the cost to complete or to correct the Uncompleted or Defective Work, each as determined by the A/E; and, that amount equal to the full amount of Liquidated Damages, if any. Retainage shall continue until Final Completion and Final Payment.

8. Section 01500, Temporary Facilities

a. Delete 3.2.C and replace with the following:

"Water Service- Temporary water may be obtained from the owner's adjacent existing storage building for construction use. Abuse of water use by the contractor will justify the discontinued use of the owner provided water."

b. ADD "3.4. F. A temporary construction fence is not required by the owner. The contractor may elect to provide a temporary construction fence for his/her own purposes".

9. Section 04810 Unit Masonry Assemblies

a. Delete 2.1.A.1 and replace with the following:

"Face Brick- Palmetto Brick, Coker Blend"

b. ADD "3.3. D. Tooled exposed joints for exterior face brick shall be a beaded joint to match the existing adjacent storage building".

10. Section 06105 Miscellaneous Carpentry
  - a. Delete 2.6 Plywood Soffits in its entirety. (Refer to attached added Section 07460 SIDING for vinyl soffits).
  - b. Delete 2.8 Thermo-Ply Insulative Sheathing in its entirety.
  - c. Delete 3.2 Installation of Insulative Sheathing in its entirety.
11. ADD enclosed SECTION 06160 SHEATHING, pages 1-4.
12. ADD enclosed SECTION 07460 SIDING, pages 1-3.
13. Section 07620 Sheet Metal Flashing and Trim
  - a. Delete 2.3.A Through Wall Flashing in its entirety. (Refer to 04810, 2.7.B Flexible Flashing for thru-wall flashing in the exterior cavity walls).
14. Section 08331 Overhead Coiling Doors
  - a. Delete I, 1. and replace with the following:  
"Baked Enamel: Color selected by architect from manufacture's standard range."

DRAWINGS:

1. Sheet C2
  - a. Reference the "Relocated Rip Rap Drainage Ditch". Clarification- The existing rip rap may be reused in this new location.
2. Sheet A1.1
  - a. Reference 2/A1.1
    - i. The cavity "WALL SHEATHING" noted shall be exterior grade plywood. (Reference added Specification Section 06160 SHEATHING above).
    - ii. Reference added Specification Section 06160 SHEATHING above for roof sheathing.
3. Sheet A2.1
  - a. Omit 3/A2.1 and replace with the enclosed bulletin drawing AB1 dated 12-12-07.
  - b. Omit 4/A2.1 and replace with the enclosed bulletin drawing AB2 dated 12-12-07.

END OF ADDENDUM #1





**PRE-BID CONFERENCE - MANDATORY**

**Berkeley Storage Building # 2**

**Moncks Corner, South Carolina**

**STATE PROJECT NUMBER: H73-9576-PG**

**December 4, 2007 at 2:00 P.M.**

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NOTE: PLEASE WRITE LEGIBLY

ATTENDEE'S NAME

COMPANY NAME AND MAILING ADDRESS

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CDA Architects

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Columbia, SC 29201

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<u>Melvin Nieves</u>	<u>First Class Construction</u> <u>133 Vera Road</u> <u>Lexington, SC 29072</u> <u>Phone # 803-926-1922</u> <u>Fax # 803-926-1921</u> <u>E-mail: amace@1stclassconstruction.net</u>
<u>Jerry Moore</u>	<u>Southern Magnolia</u> <u>E-Mail: jmoore84@sc.rr.com</u>
<u>Andre Lorrain</u>	<u>Complete Building Corporation</u> <u>1525 Ashley River Road</u> <u>Charleston, SC 29407</u> <u>E-mail: sapat@completebldg.com</u>
<u>Doug Mackey</u>	<u>Steinstrom and Associates</u> <u>E-mail: N/A</u>

<u>Brian Smith</u>	<u>Gamble &amp; Stuckey, Inc.</u> <u>2828 Alex Harvin Hwy.</u> <u>Manning, SC 29102</u> <u>Phone # 803-473-5785</u> <u>Fax # 803-473-5787</u> <u>E-mail: gsgc@ftc-i.net</u>
<u>Cheryl Wright</u>	<u>CW Custom Building &amp; Renovations, LLC</u> <u>E-mail: cwreal@bellsouth.net</u>
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<u>Thomas Cooper</u>	<u>C. Cube &amp; Canding</u> <u>E-mail: getmcoop@hotmail.com</u>
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<u>Edward Koelling</u>	<u>Sierras Construction, LLC</u> <u>E-mail: cmartinez56@sc.rr.com</u>
<u>Tripp Swicord</u>	<u>Hatton Contracting</u> <u>E-mail: tswicord8@hotmail.com</u>
<u>Paul Abbott</u>	<u>CSF, Inc.</u> <u>E-mail: pla46@aol.com</u>
<u>James Lee</u>	<u>All Quality Construction Co., LLC</u> <u>1123 Jordan Road</u> <u>Lake City, SC 29560</u> <u>Phone # 843-389-1925</u> <u>Fax # N/A</u> <u>E-mail: allqualityconst@sc.rr.com</u>

<u>Joe Heyward</u>	<u>Heyward Construction/Management, Inc.</u> <u>126 Jumper Road</u> <u>Prosperity, SC 29127</u> <u>Phone # 803-364-0912</u> <u>Fax # 803-364-0912</u> <u>E-mail: <a href="mailto:chrisheyward@heywardconstruction.com">chrisheyward@heywardconstruction.com</a></u>
<u>Phillip Ballentine</u>	<u>Dawson, Inc.</u> <u>Phone # 559-5047</u> <u>Fax # 559-3690</u> <u>E-mail: <a href="mailto:construction.com">construction.com</a></u>
<u>Ashleigh Vickery</u>	<u>Brantley Construction Company, LLC</u> <u>E-mail: <a href="mailto:brantley@brantleyconstruction.com">brantley@brantleyconstruction.com</a></u>
<u>Wes Stokes</u>	<u>SCVRD</u> <u>E-mail: <a href="mailto:wstokes@scvrd.state.sc.us">wstokes@scvrd.state.sc.us</a></u>



## SE-330 Bid Form

07/01 Edition

*Bids shall be submitted only on SE-330*

**BID SUBMITTED BY:**

(Bidder's Name)

**BID SUBMITTED TO:** South Carolina Vocational Rehabilitation Department

(Agency Name)

**FOR PROJECT:** H73 - 9576 - PG - Berkeley Storage Building #2 - Construction

(Number)

(Name)

### OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the **AGENCY** in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, **BIDDER** has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☐ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check

(**BIDDER** check one)

3. **BIDDER**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

**ADDENDUM No:**

5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that **BIDDER** may agree to in writing upon request of the **AGENCY**. **BIDDER** understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by **AGENCY** and agreed to by **BIDDER**.

6. **BIDDER** herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

#### **6.1 BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows):

Base Bid includes new construction Work indicated on the drawings and in the Project Manual (Specifications) for a new storage building at the Berkeley/Dorchester Work Training Center, Moncks Corner, SC.

, which sum is hereafter called the **BASE BID**.

(enter **BASE BID** in figures only)

*(BIDDER shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each Alternate)*

<b>ALTERNATE</b> <b>NO. 4:</b>	<b>N/A</b>	<b>ADD/DEDUCT</b> <i>(to or from BASE BID)</i>
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**BIDDER** offers for the Agency's consideration and use the following **UNIT PRICES**. The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. **UNIT PRICES** include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER**.

[illegible]

# SE-330 Bid Form

## LISTING OF PROPOSED SUBCONTRACTORS

1. A **SUBCONTRACTOR** is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not **SUBCONTRACTORS** and are not to be listed.
2. Any **BIDDER** responding to an *Invitation for Construction Bids* shall list in its bid the name of only those **SUBCONTRACTOR(S)** that will perform the work so identified in the *Invitation*.
3. If **BIDDER** determines to use its own employees to perform any portion of the work listed below, and if **BIDDER** is qualified to perform such work under the terms of the Bidding Documents, **BIDDER** shall list itself in the appropriate place in its bid and not subcontract any of that work except with the approval of the Agency for good cause shown.
4. **BIDDER** hereby acknowledges and agrees that any failure by **BIDDER** to list **SUBCONTRACTORS** in accordance with the requirements of the SC Code of Laws shall render the BID non-responsive.
5. A **SUBCONTRACTOR** listed for a **BID ALTERNATE** may be used for all work, including the Base Bid work, if the **BID ALTERNATE** is accepted.
6. **BIDDER** hereby states its commitment to use the below-listed **SUBCONTRACTORS** in the performance of the Subcontractor Speciality work listed:

SPECIALITY NUMBER (COMPLETED BY A/E) INFORMATION	or PRIME BIDDER'S NAME (MUST BE COMPLETED BY BIDDER)	SC LICENSE (FOR
---	---	--------------------

### BASE BID WORK

Electrical

### ALTERNATE BID WORK

#### BID ALTERNATE NO. 1

N/A

N/A

#### BID ALTERNATE NO. 2

N/A

N/A

#### BID ALTERNATE NO. 3

N/A

#### BID ALTERNATE NO. 4

N/A

## SE-330 Bid Form

### TIME OF CONTRACT PERFORMANCE

**BIDDER** hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The **BIDDER** shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be ( 120 ) **CALENDAR DAYS** from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be ( 30 ) **CALENDAR DAYS** from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

### LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

1. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One Liquidated Damages** the amount of \$100.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** exceeds the specified or adjusted Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
2. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of \$100.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
3. The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of \$0.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

### AGREEMENTS

By submitting this Bid, **BIDDER** hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the **BIDDER** to indicate a price for a **BID ALTERNATE** shall render the Bid non-responsive. A **BID ALTERNATE** shall be bid by indicating either a dollar amount or the words "No Change", "Zero", or "0.00". A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive. **BIDDER** must indicate whether the amount of the **BID ALTERNATE** is an "ADD" to or a "DEDUCT" from the amount of the Base Bid. The Bid may be determined non-responsive for failure of the **BIDDER** to indicate the appropriate "ADD" or "DEDUCT" for each **BID ALTERNATE**, unless the adjustment is obvious to the Agency.
3. If any **BID ALTERNATES** should be accepted by the **AGENCY**, they shall be incorporated into the executed Contract. **BID ALTERNATES** may be accepted in any combination or order, at the sole discretion of the **AGENCY**.
4. The **BIDDER** shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No **BIDDER** whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
5. The failure of the **BIDDER** to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
6. Unless otherwise provided in the Bidding Documents, **BIDDER** will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.



## SE-330 Bid Form

7. **BIDDER** agrees to provide all information requested by the **AGENCY** to support the **AGENCY'S** evaluation and determination of the **BIDDER'S** responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the **AGENCY** within SEVEN (7) DAYS from date of receipt by the **BIDDER** by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by **BIDDER** to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.

8. The **BIDDER** certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

9. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.

10. Neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

### **ELECTRONIC BID BOND**

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the Form SE-335 included in the Bidding Documents.

\_\_\_\_\_  
(Electronic Bid Bond Number)

\_\_\_\_\_  
(Signature and Title)

### **BIDDER'S TAXPAYER IDENTIFICATION**

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: \_\_\_\_\_

**OR**

SOCIAL SECURITY NUMBER: \_\_\_\_\_

### **CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS**

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(Subclassification)

\_\_\_\_\_  
(Limitations)

\_\_\_\_\_  
(SC Contractor's License Number)

### **SIGNATURE**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation Submitting Bid)

\_\_\_\_\_  
(Mailing Address for the above)

BY \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

## SECTION 06160 - SHEATHING

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### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Wall sheathing.
  - 2. Roof sheathing.
  - 3. Building paper.
  - 4. Flexible flashing at openings in sheathing.
- B. Related Sections include the following:
  - 1. Division 06 Section " Miscellaneous Rough Carpentry" for plywood backing panels.

#### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

### PART 2 - PRODUCTS

#### 2.1 WOOD PANEL PRODUCTS, GENERAL

- A. Plywood: Either DOC PS 1 or DOC PS 2, unless otherwise indicated.
- B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- C. Factory mark panels to indicate compliance with applicable standard.

#### 2.2 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWPAC9.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- 
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
  - C. Application: Treat all plywood, unless otherwise indicated.
- 2.3 WALL SHEATHING
- A. Plywood Wall Sheathing: Exterior, Structural I sheathing.
    1. Span Rating: Not less than 32/16.
    2. Nominal Thickness: Not less than 1 1/32 inch.
- 2.4 ROOF SHEATHING
- A. Plywood Roof Sheathing: Exterior, Structural I sheathing.
    1. Span Rating: Not less than 32/16.
    2. Nominal Thickness: Not less than 5/8 inch.
- 2.5 FASTENERS
- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
    1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
  - B. Nails, Brads, and Staples: ASTM F 1667.
  - C. Power-Driven Fasteners: NES NER-272.
  - D. Wood Screws: ASME B18.6.1.
- 2.6 WEATHER-RESISTANT SHEATHING PAPER
- A. Building Paper: ASTM D 226, Type 1 (No. 15 asphalt-saturated organic felt), unperforated.
- 2.7 MISCELLANEOUS MATERIALS
- A. Adhesives for Field Gluing Panels to Framing: Formulation complying with ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

- B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.
- 
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- a. Carlisle Coatings & Waterproofing; CCW-705-TWF Thru-Wall Flashing.
  - b. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Vycor V40 Weather Barrier Strips.
  - c. MFM Building Products Corp.; Window Wrap.
  - d. Polyguard Products, Inc.; Polyguard 300.
  - e. Protecto Wrap Company; PS-45.
- C. Primer for Flexible Flashing: Product recommended by manufacturer of flexible flashing for substrate.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
- D. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.
- E. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

### 3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30S, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Wall and Roof Sheathing:
    - a. Nail to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
    - b. Space panels 1/8 inch apart at edges and ends.

### 3.3 WEATHER-RESISTANT SHEATHING-PAPER INSTALLATION

- A. General: Cover sheathing with weather-resistant sheathing paper as follows:
  - 1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion- or control-joint locations.
  - 2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap, unless otherwise indicated.
- B. Building Paper: Apply horizontally with a 2-inch overlap and a 6-inch end lap; fasten to sheathing with galvanized staples or roofing nails.

### 3.4 FLEXIBLE FLASHING INSTALLATION

- A. Apply flexible flashing where indicated to comply with manufacturers written instructions.
  - 1. Prime substrates as recommended by flashing manufacturer.
  - 2. Lap seams and junctures with other materials at least 4 inches, except that at flashing flanges of other construction, laps need not exceed flange width.
  - 3. Lap flashing over weather-resistant building paper at bottom and sides of openings.
  - 4. Lap weather-resistant building paper over flashing at heads of openings.
  - 5. After flashing has been applied, roll surfaces with a hard rubber or metal roller to ensure that flashing is completely adhered to substrates.

END OF SECTION 061600

## SECTION 07460 - SIDING

---

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Perforated Vinyl soffit.
  - 2. Aluminum trim.
- B. Related Sections:
  - 1. Division 6 Section "Miscellaneous Carpentry" for rough framing and trim, nailers, and blocking.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples for Initial Selection: For trim and soffit including related accessories.
- C. Samples for Verification: For each type, color, texture, and pattern required.
  - 1. 12-inch- long-by-actual-width Sample of soffit.
  - 2. 12-inch- long-by-actual-width Samples of trim and accessories.
- D. Warranty: Sample of special warranty.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type, color, texture, and pattern of trim and soffit, including related accessories, from single source from single manufacturer.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in a dry, well-ventilated, weathertight place.

#### 1.6 COORDINATION

- A. Coordinate installation with flashings and other adjoining construction to ensure proper sequencing.

## PART 2 - PRODUCTS

### 2.1 ALUMINUM BREAKMETAL TRIM

- A. Aluminum Trim: Where aluminum accessories are indicated, provide accessories complying with AAMA 1402.
  - 1. Texture: Smooth.
  - 2. Nominal Thickness: 0.024 inch.
  - 3. Finish: Manufacturer's standard primer and baked-on acrylic.
- B. Aluminum Accessories: Provide the following aluminum decorative accessories as indicated:
  - 1. Fasciae.
  - 2. Moldings and trim.
- C. Colors for Aluminum Accessories: As selected by Architect from manufacturer's full range of industry colors.
- D. Flashing: Provide aluminum flashing complying with Division 7 Section "Sheet Metal Flashing and Trim" at window and door heads and where indicated.
  - 1. Finish for Aluminum Flashing: Factory-prime coating.

### 2.2 VINYL SOFFIT

- A. General: Integrally colored vinyl soffit complying with ASTM D 4477.
- B. Pattern: 12-inch exposure with triple 4" panels.
- C. Texture: Smooth.
- D. Finish: Low Gloss
- E. Ventilation: Provide panels of perforated soffit at eaves at 6' o.c. maximum.
- F. Nominal Thickness: 0.035 inch.
- G. Minimum Profile Depth: 1/2 inch.
- H. Colors: As selected by Architect from manufacturer's full range of industry colors.
- I. Fasteners:
  - 1. For fastening to wood, use siding nails of sufficient length to penetrate a minimum of 1 inch into substrate.
  - 2. For fastening vinyl, use aluminum fasteners. Where fasteners will be exposed to view, use prefinished aluminum fasteners in color to match item being fastened.
- J. Vinyl Accessories: Integrally colored vinyl accessories complying with ASTM D 3679 except for wind-load resistance.
  - 1. Texture: Smooth.

## PART 3 - EXECUTION

---

### 3.1 EXAMINATION

- A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of trim and soffit and related accessories.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

### 3.3 INSTALLATION

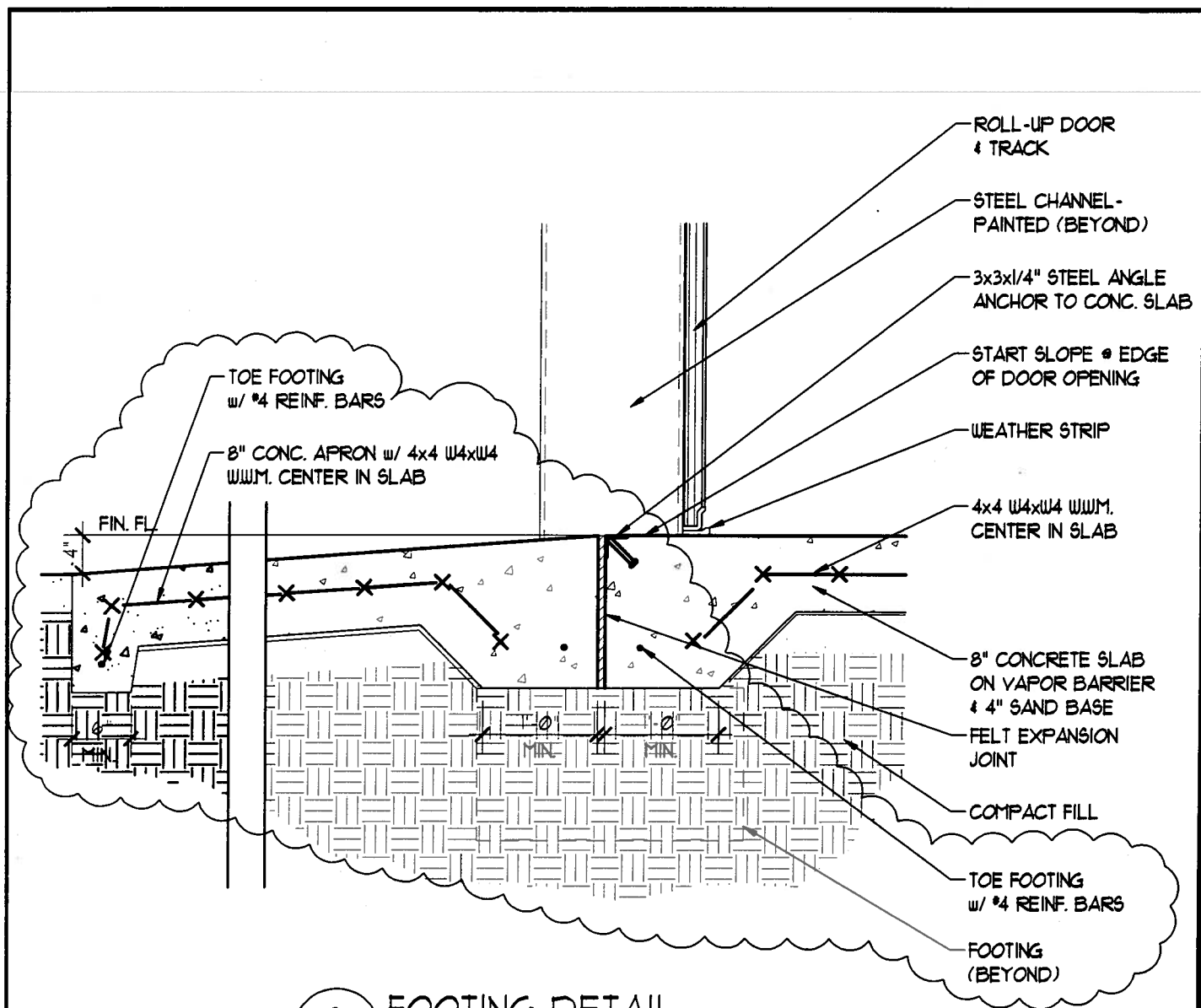
- A. General: Comply with trim and soffit manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
  - I. Do not install damaged components.
- B. Install vinyl soffit and related accessories according to ASTM D 4756.
- C. Install joint sealants as specified in Division 7 Section "Joint Sealants" and to produce a weathertight installation.
- D. Where aluminum trim will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape or installing nonconductive spacers as recommended by manufacturer for this purpose.

### 3.4 ADJUSTING AND CLEANING

- A. Remove damaged, improperly installed, or otherwise defective materials and replace with new materials complying with specified requirements.
- B. Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.

END OF SECTION 07460





3 FOOTING DETAIL  
A2.1 SCALE 3/4" = 1'-0"

CORRECTED TOE FOOTING AND OTHER NOTATION

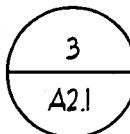


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1523 HUGER STREET  
COLUMBIA, SOUTH CAROLINA 29901  
PHONE (803) 799-8503 FAX (803) 799-8014

S.C. VOCATIONAL REHABILITATION DEPT.  
BERKELEY STORAGE BUILDING #2 CONSTRUCTION  
STATE PROJECT NO. H73-0879-PG  
MOCKING CORNER, SOUTH CAROLINA  
CDA PROJECT # PROJECT FILE  
06-282 DWG/BULLETINS/ARCH

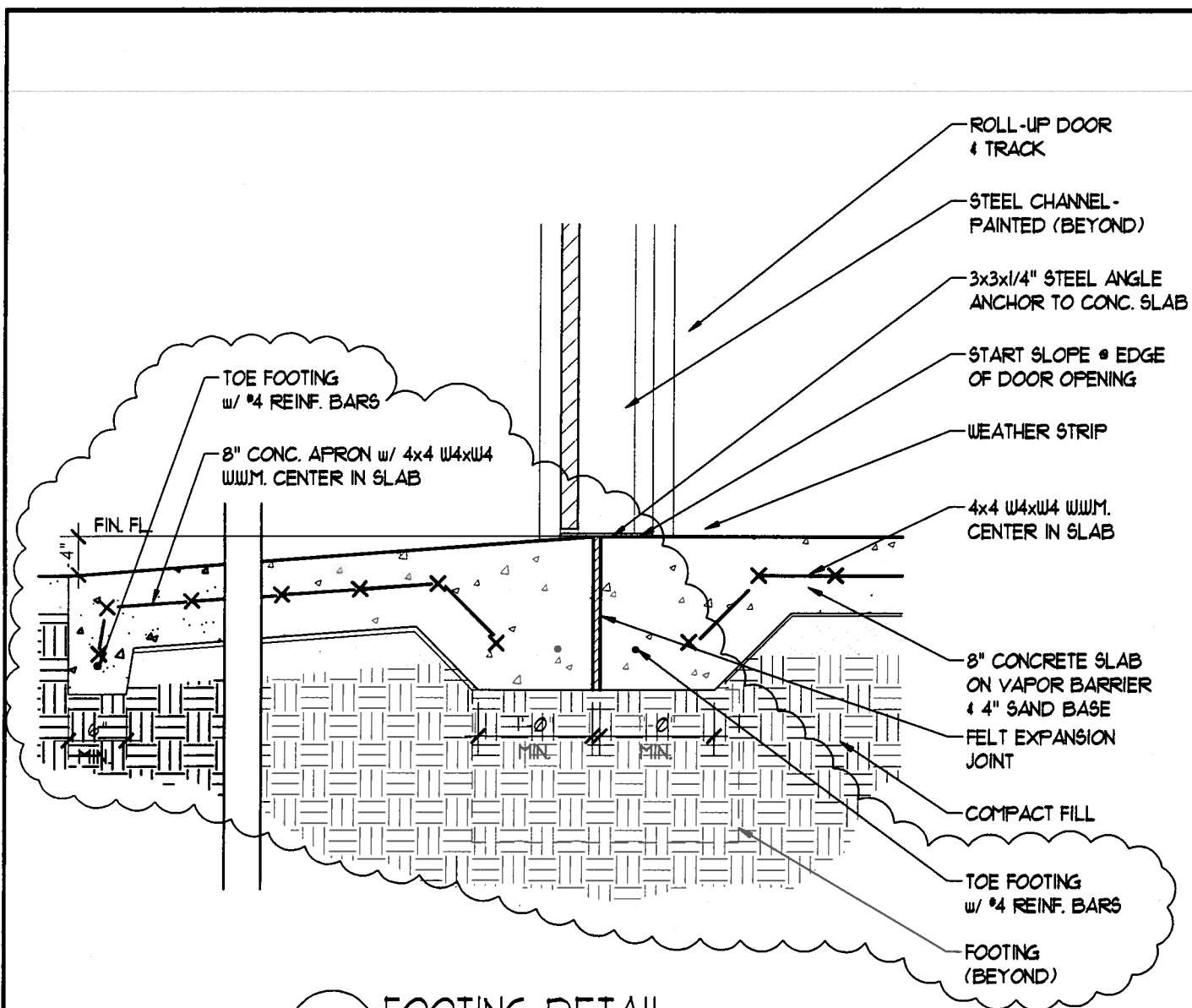
REFERENCE



BULLETIN

AB1

DATE 12-12-07



4  
A2.1

**FOOTING DETAIL**

SCALE 3/4" = 1'-0"

CORRECTED TOE FOOTING AND OTHER NOTATION



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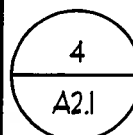
1633 HUGER STREET  
COLUMBIA, SOUTH CAROLINA 29901  
PHONE (803) 799-8508

FAX (803) 799-8014

S.C. VOCATIONAL REHABILITATION DEPT.  
BERKELEY STORAGE BUILDING #2 CONSTRUCTION  
STATE PROJECT NO. H79-0570-P6  
MOCKING CORNER, SOUTH CAROLINA  
CDA PROJECT #  
06-282

PROJECT FILE  
DWG/BULLETINS/ARCH

REFERENCE



**BULLETIN**

**AB2**

DATE 12-12-01



**PRE-BID CONFERENCE - MANDATORY**

**Berkeley Storage Building # 2**

**Moncks Corner, South Carolina**

**STATE PROJECT NUMBER: H73-9576-PG**

**December 4, 2007 at 2:00 P.M.**

---

NOTE: PLEASE WRITE LEGIBLY

ATTENDEE'S NAME

COMPANY NAME AND MAILING ADDRESS

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Fax # 803-799-2014

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<u>Cheryl Wright</u>	<u>CW Custom Building &amp; Renovations, LLC</u> <u>E-mail: cwreal@bellsouth.net</u>
<u>Christopher Prince</u>	<u>P &amp; P Construction</u> <u>E-mail: cwreal@bellsouth.net</u>
<u>Thomas Cooper</u>	<u>C. Cube &amp; Canding</u> <u>E-mail: gctmcoop@hotmail.com</u>
<u>Joey Infinger</u>	<u>Emory J. Infinger &amp; Associates</u> <u>4748 Franchise Street</u> <u>Charleston, SC 29418</u> <u>Phone # 843-554-9414</u> <u>E-mail: jinfinger@infingerassociates.com</u>
<u>Edward Koelling</u>	<u>Sierras Construction, LLC</u> <u>E-mail: cmartinez56@sc.rr.com</u>
<u>Tripp Swicord</u>	<u>Hatton Contracting</u> <u>E-mail: tswicord8@hotmail.com</u>
<u>Paul Abbott</u>	<u>CSF, Inc.</u> <u>E-mail: pla46@aol.com</u>
<u>James Lee</u>	<u>All Quality Construction Co., LLC</u> <u>1123 Jordan Road</u> <u>Lake City, SC 29560</u>

	<u>Phone # 843-389-1925</u>
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<u>Joe Heyward</u>	<u>Heyward Construction/Management, Inc.</u>
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	<u>Phone # 803-364-0912</u>
	<u>Fax # 803-364-0912</u>
	<u>E-mail: <a href="mailto:chrisheyward@heywardconstruction.com">chrisheyward@heywardconstruction.com</a></u>
<u>Phillip Ballentine</u>	<u>Dawson, Inc.</u>
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	<u>Fax # 559-3690</u>
	<u>E-mail: <a href="mailto:construction.com">construction.com</a></u>
<u>Ashleigh Vickery</u>	<u>Brantley Construction Company, LLC</u>
	<u>E-mail: <a href="mailto:brantley@brantleyconstruction.com">brantley@brantleyconstruction.com</a></u>
<u>Wes Stokes</u>	<u>SCVRD</u>
	<u>E-mail: <a href="mailto:wstokes@scvrd.state.sc.us">wstokes@scvrd.state.sc.us</a></u>

EXH. #6

**Stokes, Wesley**

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**From:** kenny [lowerstate@homexpressway.net]

**Sent:** Monday, December 17, 2007 2:18 PM

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**To:** Stokes, Wesley

Mr. Stokes, We have not received any addendums at this time for the Berkeley Storage Building #2. I have made several calls to the architect but have not received anything. Please call me at 843-761-1184 as soon as possible about this matter.

Thank You,  
Kenneth Bryant

02/05/2008

EXH. #7

**Stokes, Wesley**

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**From:** kenny [lowerstate@homexpressway.net]

**Sent:** Tuesday, December 18, 2007 10:52 AM

**To:** Stokes, Wesley

**Subject:** Berkeley Storage Building #2-Project number: H73-9576-PG

Mr. Stokes,

I have just received Addendum #1 on the Berkeley County Storage Building #2. According to the specifications, any addendum should be received 5 days prior to the bid date. At this time I do not have the time to put this bid together and meet the bid time.

I plan on protesting this. If you would, please let me know how to go about this.

Kenneth Bryant

01/31/2008



EXH. #8

**Darrell Watts**

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**From:** Phil Gerald [geraldp@muscd.edu]  
**Sent:** Thursday, January 10, 2008 3:31 PM  
**To:** Darrell Watts  
**Subject:** Re: OSE #H73-9576-PG, Berkeley Storage Building #2, Bid Protest

I gleaned that same information and pointed it out to the State Engineer.

Darrell Watts wrote:

Phil,  
I want to point out something in Lower State Construction Services protest letter.  
In the second paragraph, it states:  
"I called the following Tuesday since I had not received an addenda yet and was informed that the addenda would be out by Thursday midnight. I received a faxed copy at 9:44 a.m. on bid day."

I glean from this letter content above that there was no effort to obtain the addendum by Lower State betw/ Thursday midnight, 12-13-07, and Tuesday, 9:44 a.m., 12-18-07.

Thanks,  
Darrell Watts  
CDA Architects

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**From:** Phil Gerald [mailto:geraldp@muscd.edu]  
**Sent:** Thursday, January 10, 2008 8:26 AM  
**To:** Darrell Watts  
**Subject:** Re: OSE #H73-9576-PG, Berkeley Storage Building #2, Bid Protest

**Thank you**

**Darrell Watts wrote:**

Phil,  
Attached is a copy of the original sign-in sheet.

Thanks,  
Darrell Watts  
CDA Architects

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**From:** Phil Gerald [mailto:geraldp@muscd.edu]  
**Sent:** Wednesday, January 09, 2008 3:31 PM  
**To:** Darrell Watts  
**Subject:** Re: OSE #H73-9576-PG, Berkeley Storage Building #2, Bid Protest

**Darrell,**

**I left a message for you today about the original sign-in sheet. I hope you have a copy that you could send me. Also, when you asked the bidders to sign in, did you indicate the method of sending the addendum, ie. mail versus email, or fax? And, did you have to call any of the contractors after the pre-bid to clarify or obtain their "sign in"**

2/13/2008

information?

Phil Gerald

Darrell Watts wrote:

Hi Phil,

I received your message concerning Lower State's bid protest. Below is the original email with the attached addendum #1 sent out.

~~We received an undeliverable message from their server, so we called them and made attempts to fax the addendum. His fax and phone number are the same. We also made the fax reports of the failed attempts to send to this contractor and I understand from Wes Stokes, SCVRD, that his office also made failed attempts at faxing the addendum to Lower State Const.~~

It should also be noted that this contractor made no attempt at arranging any other method of receipt of the addendum with this office.

They also faxed the Wes Stokes' copy of the protest to the wrong state agent/fax number. They faxed it to Jim Berry at the Dept of Mental Health. So, I don't know if Wes has even received a copy of the protest.

I'll call you shortly.

Thanks,

Darrell W. Watts, AIA

**CDA Architects**

1523 Huger Street

Columbia, SC 29201

(803) 799-6502

**(803) 799-2014 fax**

---

**From:** Susan Jennings

**Sent:** Tuesday, January 08, 2008 9:58 AM

**To:** Darrell Watts

**Subject:** FW: OSE #H73-9576-PG, Berkeley Storage Building #2, Addendum #1 12-13-07

**Importance:** High

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**From:** Susan Jennings

**Sent:** Thursday, December 13, 2007 11:40 AM

**To:** 'khdandridge@comcast.net'; 'lowerstate@homeexpression.net'; 'bill@conleeconstruction.com'; 'mike@blanchardconts.com'; 'rg@1-jinc.com'; 'constgrp@gmail.com'; 'holley@ascentssc.com'; 'amace@1stclassconstruction.net'; 'jmoore84@sc.rr.com'; 'sapat@completebldg.com'; 'gsgc@ftc-i.net'; 'cwreal@bellsouth.net'; 'gctmcoop@hotmail.com'; 'jinfinger@ingerassociates.com'; 'cmartinez56@sc.rr.com'; 'tswicord8@hotmail.com'; 'pla46@aol.com'; 'allqualityconst@sc.rr.com'; 'chrisheyward@heywardconstruction.com'; 'markl@dawsoninc.com'; 'brantley@brantleyconstruction.com'

**Cc:** Darrell Watts; Frankie Caldwell; 'wstokes@scvrd.state.sc.us'; 'AJ (ajordan@tpm.com)'; 'ahope@carolinasagc.com'; 'geraldp@musc.edu'

**Subject:** OSE #H73-9576-PG, Berkeley Storage Building #2, Addendum #1 12-13-07

**Importance:** High

Attached is Addendum #1 in PDF format, dated 12-13-07, for your incorporation into the project. The attached file is a consolidated file, including:

2/13/2008

Addendum #1, pages 1-3  
Pre-bid Conference Attendance List, pages 1-4  
SE-330 Bid Form, pages BF-1, BF-1A, BF-2, BF-3, BF-4  
Specification Section 06160, pages 1-4  
Specification Section 07460, pages 1-3  
Bulletin Drawings, pages AB1 and AB2

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Please confirm your receipt of this email by calling our office at 803-799-6502 or responding to this email.

If you would like to receive a hard copy of this addendum, please contact this office.

Thanks,

Susan Jennings for Darrell Watts

Susan D. Jennings  
Assistant Office Manager  
CDA Architects  
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Columbia, **SC 29201**  
803-799-6502  
803-799-2014 (F)  
[www.cdaarchitectsinc.com](http://www.cdaarchitectsinc.com)